



# CITY COUNCIL

## AGENDA REQUEST

<b>AGENDA OF:</b>	<b>04-19-11</b>	<b>AGENDA REQUEST NO:</b>	<b>IV-J</b>
<b>INITIATED BY:</b>	<b>ROBERT VALENZUELA, P.E.</b> <i>RV</i> ASSISTANT CITY ENGINEER	<b>RESPONSIBLE DEPARTMENT:</b>	<b>ENGINEERING</b>
<b>PRESENTED BY:</b>	<b>ROBERT VALENZUELA, P.E.</b> ASSISTANT CITY ENGINEER	<b>DEPARTMENT HEAD:</b>	<b>CHRISTOPHER STEUBING, P.E.</b> CITY ENGINEER <i>CLS</i>
<b>ADDITIONAL DEPARTMENT HEAD (S):</b>	<b>MIKE GOODRUM</b> <i>MW6</i> DIRECTOR OF PUBLIC WORKS	<b>ADDITIONAL DEPARTMENT HEAD (S):</b>	<b>JIM BROWNE</b> DIRECTOR OF PARKS AND RECREATION <i>JB</i>
<b>SUBJECT / PROCEEDING:</b>	<b>DESIGN SERVICES FOR THE CITY OF SUGAR LAND SENIOR/COMMUNITY CENTER APPROVAL OF DESIGN CONTRACT WITH RAY + HOLLINGTON ARCHITECTS</b>		
<b>EXHIBITS:</b>	<b>CONTRACT PROPOSAL</b>		
<b>CLEARANCES</b>		<b>APPROVAL</b>	
<b>LEGAL:</b>	<b>EUGENIA CANO,</b> ASSISTANT CITY ATTORNEY <i>EC</i>	<b>ASST. CITY MANAGER:</b>	<b>KAREN DALY</b> <i>kd</i>
<b>PURCHASING:</b>	<b>TODD REED, CPPB</b> PURCHASING MANAGER <i>TR</i>	<b>ASST. CITY MANAGER:</b>	<b>N/A</b>
<b>BUDGET:</b>	<b>JENNIFER BROWN,</b> <i>JB</i> BUDGET AND RESEARCH DIRECTOR	<b>CITY MANAGER:</b>	<b>ALLEN BOGARD</b> <i>kg</i> /FOR AB
<b>BUDGET AND FUNDING SOURCE</b>			
<b>EXPENDITURE REQUIRED: \$</b>		<b>88,500.00</b>	
<b>CURRENT BUDGET: \$</b>		<b>100,000.00</b>	
<b>ADDITIONAL FUNDING: \$</b>		<b>N/A</b>	
<b>RECOMMENDED ACTION</b>			
Authorize execution of a contract with Ray + Hollington Architects for Design Services for the renovation of the community center in an amount not to exceed \$88,500 (MU 1102).			

## EXECUTIVE SUMMARY

In FY07, Phase I of the Senior Center expansion occurred at the building which now serves as the Senior Center and the administrative offices of the Parks and Recreation Department. In accordance with the City's Capital Improvement program, Phase II was scheduled for design in FY09 with construction scheduled to begin in FY11.

A PER was completed in 2009 to assess the building and provide an estimate of costs for necessary repairs and build-out. At that time, it was determined that Phase II of the expansion was not feasible and direction was given to seek an alternate location for the expansion of the Senior Center. In June 2010, a building assessment was performed on the Community Center facility in terms of architectural adaptability, structural integrity and the condition and life expectancy of the HVAC, electrical and plumbing systems, in relation to the feasibility of renovating the existing building to accommodate the Community/Senior Center facility. The report noted the facility was in generally good condition; however, some minor repairs were recommended.

In June 2010, the City Council discussed the infrastructure allocation for the Community Development Block Grant (CDBG), which included the relocation of the Senior Center to the Community Center and allocating the CDBG funds for the design and construction of this facility. In August 2010, the City Council considered and approved the 2010 Community Development Block Grant Annual Action Plan, which included design and engineering for the rehabilitation of the Sugar Land Community Center and transforming it into a multipurpose Community/Senior Center.

A workshop was presented to the City Council on April 5, 2011 that laid out the proposed plans for the space at the Community Center and shared the ideas and basic scope for the design contract being proposed. Ray + Hollington Architects completed the preliminary work for the City and have been selected to lead the design of the renovations to the Community Center.

The contract includes the following items:

- Basic design services
- Supplemental services (survey, geotech and security)
- Reimbursable expenses

The design and engineering funding for this project is available in the Capital Improvement Program (MU 1102 – Senior/Community Center) in the amount of \$160,000.00. The design should be complete by August with construction beginning in November of this year. The Engineering and Parks and Recreation Departments recommend the City Council authorize a contract with Ray + Hollington Architects in an amount not to exceed \$88,500.00.

## EXHIBITS

**CITY OF SUGAR LAND**  
**STANDARD CONTRACT FOR GENERAL SERVICES**

Over \$50K - Form Revised 5/17/10

**I. General Information and Terms.**

Architect's Name and Address: Ray + Hollington Architects Inc.  
24 East Greenway  
Houston, TX 77046

Project Description: Architectural Services for Community Center Renovation

Maximum Contract Amount: \$88,500

Effective Date: On the latest date of the dates executed by both parties.

Termination Date: (See III C)

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Signatures
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

**II. Signatures.** By signing below, the parties agree to the terms of this Contract:

**CITY OF SUGAR LAND**

**ARCHITECT:**

\_\_\_\_\_  
City Manager or Assistant City Manager

By: Ray + Hollington

Date: \_\_\_\_\_

Date: 07 APRIL 2011

Reviewed for Legal Compliance:

24 March 2011

Proposal for Architectural Services  
City of Sugar Land  
Community Center Renovation

## **PROJECT DESCRIPTION/SCOPE**

The Sugar Land Community Center is a one story facility originally constructed circa 1984 and located at 226 Matlage Way in Sugar Land, Texas. The building is approximately 11,000 SF gross enclosed area with additional 12' deep "porches" along the entire length of both the east and west facades. The structure is a hybrid combining pre-engineered metal buildings at the west portion with traditional steel framing at the east bay. The exterior envelope combines masonry veneer and prefinished metal panels over steel studs.

The objective of the project is to renovate the building to accommodate relocation and expansion of the City's Seniors's Center program currently housed in the adjacent building at 200 Matlage Way. The program is operated under the auspices of the City's Parks & Recreation Department.

The budget for the project is understood to be approximately \$1.1 million allowing a construction cost of +/- \$950,000 - \$1,000,000. The general scope of work is as documented in the preliminary design documents, dated 20 September 2010, generated by RHA for the city under separate agreement. A copy of these documents is attached as Exhibit A to this proposal. The bid documents are to identify the west patio development as an additive alternate. A covered drop off at the entry and enhancements at the side entrance are also to be developed and included as additive alternates in the bid documents.

## **SCOPE OF BASIC SERVICES**

Basic Services consist of those described below and include usual customary structural, mechanical and electrical engineering services. In addition to these customary consulting engineering services RHA will provide as supplemental basic services including surveying for metes and bounds, topographic and utility data; geotechnical investigation and recommendation services; building security consulting services. Services not set forth in this proposal shall be considered Additional Services.



#### A. General Services

1. RHA shall manage its services, consult with the City, research applicable design criteria, attend project meetings, communicate with members of the project team and report progress to the City.
2. RHA shall coordinate its services with those provided by the City and the City's consultants. RHA shall be entitled to rely on the accuracy and completeness of services and information furnished by the City and the City's consultants. RHA shall provide prompt written notice to the City if it becomes aware of any error, omission or inconsistency in such services or information.
3. RHA shall not be responsible for a City's directive or substitution made without RHA's knowledge and approval.
4. RHA shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, RHA shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.
5. RHA shall assist the City in connection with its responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

#### B. Schematic Design Phase Services – Completed previously under separate agreement (RE: Exhibit A).

#### C. Design Development Phase Services

1. Based on the approved Schematic Design Documents and any adjustments authorized by the City in the program, schedule or construction budget, RHA shall prepare, for approval by the City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
2. RHA shall advise the City of any adjustments to the preliminary estimate of Construction Cost.

#### D. Construction Documents Phase Services

- a. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City, RHA shall prepare, for approval by the City, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project, including additive alternates for the development of the west patio, a covered drop off and side entry enhancements.
- b. RHA shall assist the City in the preparation of the necessary bidding information and bidding forms.
- c. RHA shall advise the City of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
- d. RHA shall assist the City in connection with its responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- e. RHA shall assist the City staff in developing a budget for furnishings and equipment.

#### E. Bidding or Negotiation Phase Services

- a. RHA, following the City's approval of the Construction Documents and the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals.
- b. Based on the City's Standard Form of Agreement Between Owner and Contractor, RHA will prepare the Owner-Contractor Agreement for execution.

#### F. Construction Phase Services – Administration of the Construction Contract

- a. At the direction of the City, Construction Phase Services are not included as a basic service in this proposal. If requested at a later date equitable compensation shall be negotiated based on the scope of services required.

## ADDITIONAL SERVICES

At the request of or with the approval of the City, RHA will provide required services beyond the basic services outlined above. Additional Services include, but are not be limited to:

- A. Making revisions to drawings or documents previously approved by the City.
- B. Making revisions to drawings or documents required by the enactment or revision of codes or regulations subsequent to the preparation of such documents.
- C. Making revisions because of significant changes in the project scope, budget, complexity, etc.
- D. Preparing documents for alternate, separate or sequential bids other than any noted above in Basic Services, re: D.1.
- E. Analyses of operating costs.
- F. Preparing documents recording significant changes in the work made in construction.

## COMPENSATION

- A. Compensation for Basic Architectural and Engineering Services (architecture, structural, mechanical, electrical, plumbing) is proposed as a lump sum fee in the amount of seventy two thousand five hundred dollars (\$72,500.00). Invoicing will be monthly for that portion of the work completed in the previous month. Payment is due 15 days following receipt of the invoice. The fee is to be distributed over the phases of service as follows:

Design Development	\$28,500.00	( 39.3%)
Construction Documents	\$40,000.00	( 55.1%)
Bidding/Negotiation	\$ 4,000.00	( 05.5%)
Subtotal	\$72,500.00	(100.0%)

- B. Compensation for Supplemental Basic Services shall be based on the allowances listed below:

Security Consultant.....	\$3000.00
Geotechnical Engineering.....	\$5000.00
Surveying.....	\$4000.00

RHA will bill against these allowances for Supplemental Basic Services



at one and one tenth (1.10) times the actual cost incurred. Any portion of the \$12,000.00 total not used will not be billed.

- C. Compensation for Additional Services shall be on an hourly basis using the RHA office billing rates below or as otherwise mutually agreed prior to the commencement of such services.

RHA Billing Rates

Principal	\$200.00/hr
Senior Project Manager	\$150.00/hr
Project Manager	\$125.00/hr
Project Architect	\$100.00/hr
Administrative	\$ 60.00/hr

- C. Compensation for reimbursable expenses is in addition to compensation for Basic and Additional Services. Reimbursable expenses are those expenses incurred by RHA and its consultants directly related to the project, including:

1. Transportation and authorized out-of-town travel and subsistence.
2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets.
3. Fees paid for securing approval of authorities having jurisdiction over the Project.
4. Printing, reproductions, plots, standard form documents.
5. Postage, handling and delivery.
6. Renderings, models, mock-ups, professional photography, and presentation materials requested by the owner.
7. All taxes levied on professional services and on reimbursable expenses.
8. TDLR review and inspection fees.
9. Other similar directly Project-related expenditures.

Compensation for such expenses shall be the expenses incurred by RHA and its consultants times one and one tenth (1.10) the expenses incurred. Compensation for reimbursable expenses shall not exceed four thousand dollars (\$4,000.00) without written authorization from the City. This maximum amount is based on the assumption that a.) the cost of the reproduction of the bidding documents for distribution to potential bidders will be borne by the bidders, b.) RHA will provide the City with three sets of the Contract Documents for signature, c.) RHA will provide the Contractor with three sets of the Contract Documents for its use, and d.) the expense of advertising for bids is to be handled directly by the City.



- D. The expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the City requests such insurance in excess of that normally carried by RHA and its consultants is not included in compensation for basic services or reimbursable expenses. Any such expense shall be reimbursed to RHA by the City at the direct cost (1.00 times) incurred by RHA.

## **SCHEDULE**

Based on a 01 April 11 notice-to-proceed from the City the schedule for the phases of service is:

1. Design Development	01 Apr 11 – 30 Apr 11
1a. 60% City review & Comment	02 May 11 – 13 May 11
2. Construction Documents	16 May 11 – 15 Aug 11
2a. 90% City Review & Comment	25 Jul 11 - 05 Aug 11
2b. Final City Review & Comment	15 Aug 11 – 19 Aug 11
3. Final Revisions	22 Aug 11 – 29 Aug 11
4. Advertise & Release for Bids	01 Sept 11 – Oct 11 (TBD)
5. Submit for Permit	02 Sept 11

## **OWNER RESPONSIBILITIES**

- A. The City shall provide full information in a timely manner regarding requirements for and limitations on the Project.
- B. The City shall establish and periodically update an overall budget for the Project, including the Construction Cost, the City's other costs and reasonable contingencies related to all of these costs.
- C. The City shall designate a representative authorized to act on its behalf with respect to the Project.
- D. The City shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project and a written legal description of the site.
- E. The City shall furnish the services of geotechnical engineers when such services are required.
- F. The City shall furnish the services of consultants other than those designated above when such services are requested by RHA and are reasonably required by the scope of the Project.
- G. The City shall furnish structural, mechanical, and chemical tests, tests for air and water pollution, tests for hazardous materials, and other laboratory

- and environmental tests, inspections and reports required by law or the Contract Documents.
- H. The services, information, surveys and reports provided on behalf of the Project shall be furnished at the City's expense. RHA shall be entitled to rely upon the accuracy and completeness thereof.
  - I. The City shall provide prompt written notice to RHA if it becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the documents.

### **CONSTRUCTION COST**

- A. The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the City of all elements of the Project designed or specified by RHA and its Consultants
- B. Construction Cost does not include the compensation of RHA and its consultants or other costs that are the responsibility of the City.
- C. Evaluations of the City's Project budget and the preliminary estimate of Construction Cost prepared by RHA represent its judgment as a design professional familiar with the construction industry. It is recognized, however, that neither RHA nor the City has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, RHA cannot and does not warrant or represent that bids or negotiated prices will not vary from the City's project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by RHA.

### **LIMITATION OF LIABILITY WITHOUT CONSTRUCTION PHASE SERVICES**

Professional liability shall be limited to the failure to meet generally accepted architectural and engineering standards. If the City authorizes deviations, recorded or unrecorded, from RHA's documents without written agreement from RHA, the City shall indemnify RHA and its consultants from and against claims, damages, losses and expenses resulting from such deviation. In addition, the exclusion of Construction Administration services will limit all claims, damages, losses and expenses resulting in conflicts during field construction unless a written request for clarification is submitted to RHA at least ten (10) days prior to field installation of such conflict for remediation. In any case, liability shall be limited to the amount of the compensation received for the basic services provided.

Submitted on behalf of  
Ray + Hollington Architects, Inc.

Richard P. Hollington II, President

Accepted on behalf of  
The City of Sugar Land

\_\_\_\_\_ Signature

\_\_\_\_\_ Name

\_\_\_\_\_ Title

\_\_\_\_\_ Date